

It's easy to select the best repair shop in town.

Come to ours.

Clarks'

"This is one of the best drug stores in town," said a gentleman to his friend recently.

It's going to be the BEST store very soon. New stock arriving daily. Phone 385. We deliver free.

E. F. MISCH, Drugs

Washington Ave., at 25th St.

"We are in business for your health."



WATCH REPAIRING

is done here thoroughly. We don't hang your time piece up after putting a little oil on it and call it cleaned. We take it all apart and carefully clean every part of it. So confident are we of our work that we guarantee it for a year. Send us your watch when it doesn't go right and we'll make a new one of it for you.

Harry Davis

At the Sign of the Diamond Ring. The Store With the Guarantee.

Palace Cafe

SPECIAL DINNER . . . 25c
Lunch from 11 a. m. to 4 p. m.
Dinner from 4 p. m. to 8 p. m.
TOM HOY, Mgr. 284 25th St.

The Newport Cafe

JIM, WONG-WE, Managers.
218 TWENTY-FIFTH STREET.
Open Day and Night.
Everything Sanitary. Fresh Meats.

HAVE YOUR PIANO TUNED



Get one of our yearly contracts. Work fully guaranteed.

GLEN BROS PIANO COMPANY

2470 Hudson Ave. Phone 181

CHEER UP!

Let the TROY do your Wet Wash—3c per pound.
Phone 2074.

SURPRISE IN WOOD CASE

Boston, June 3.—Evidence intended to close the gaps in the prosecution's case by connecting President William M. Wood of the American Woolen Company and Frederick E. Atteaux, directly with the alleged plot to "plant" dynamite in the houses of the textile strikers at Lawrence, was introduced by the state yesterday.

When the trial of Wood, Atteaux and Dennis J. Collins was resumed, District Attorney Pelletier called to the stand Arthur Pira, a taxicab chauffeur who testified that on the evening of January 19, 1912, the date upon which the dynamite was "planted," he drove a man resembling Atteaux from the Boston residence of President Wood to Franklin and Washington streets, thence to a saloon on court street back again to Franklin street and then to the club house of the Boston Athletic association.

Earlier in the trial, Collins, who turned state's evidence told of assisting John J. Breen in placing the explosive. Breen, who also confessed to the first installment in payment for the "planting," said that Atteaux had paid him \$700 to do the work, and that Ernest W. Pittman, a building contractor of Andover had furnished the dynamite.

Breen's story of Pittman's part in the affair was corroborated by William Bryce, a quarryman who testified that Pittman had obtained the explosive from him and that he had seen the contractor deliver the explosive to a man resembling Breen at Franklin and Washington streets.

Pira's testimony agreed in essential points with a portion of Breen's testimony. Breen had told of two meetings on January 19 with Atteaux at Washington and Franklin streets at the second of which Atteaux had dropped a package containing \$500, the first installment in payment for the "planting." Pira was unable positively to identify Atteaux as his passenger or Breen as the person met, although he said they resembled the two parties. Pira, however, was quite positive that no package was dropped by his passenger or picked up by the other man.

Pira's story also tended to corroborate the testimony of Orville A. Reddig, a chauffeur formerly in Wood's employ, who testified that on the night of January 19, 1912, he took Atteaux in an automobile from Boston Athletic association clubhouse to Woods' Andover home.

FLOUR AND MEAT DUTY

Washington, June 3.—Meats and flour will not go on the free list in the Democratic tariff law if the recommendation of the finance subcommittee in charge of the agricultural schedule is accepted.

This important alteration of the Underwood bill as it passed the house was determined yesterday by the subcommittee composed of Senators Williams, Shively and Gore. It was in carrying out the determination to perfect the Underwood bill by equalizing raw materials and their products that it would be wiser to levy nominal duties on meats and flour products than to put live stock and grain on the free list.

In accordance with this decision the subcommittee in revising the schedule took from the free list in the house bill fresh meats—beef, mutton and pork—and made them dutiable at 10 per cent ad valorem.

Wheat flour was restored to the dutiable list at the specific rate of 45 cents a barrel, with other wheat products at 10 per cent ad valorem, and the Underwood duty on oats was reduced from 10 cents a bushel to 6 cents per bushel, with a compensatory duty on oatmeal, said to be approximately 5 per cent ad valorem. This rate on oatmeal was not definitely determined, but it is assumed that the recommendation will be to take oatmeal from the free list.

Cattle, sheep and hogs will be left as they are in the proposed bill, dutiable at 10 per cent ad valorem, and the Underwood duty of 10 cents a bushel on wheat will stand.

These recommendations will be made to the finance committee late this week or early next week, and the senators who propose the change believe it will have the approval of the majority members and also of the Democratic caucus.

Soon after the passage of the Underwood bill by the house there were many protests against differentiating between raw materials and their products, and it was one of the first features to be taken up with the senate leaders and President Wilson. Several weeks ago the committee determined to equalize the rates one way or another and a few days ago President Wilson was consulted about the matter by Senator Simmons, chairman of the finance committee, and Senator Williams.

Another development today was the approval without change of the sugar schedule as it passed the house. It was also announced by Senator Shively of the finance committee that in his opinion the tariff bill as it goes to the senate committee will be a lower bill in the aggregate than the Underwood bill.

A protest filed yesterday by the American Livestock association said in part:

"The result of the free admission of meats from other surplus countries would be, first of all, to discourage the livestock business, and if the prices were forced to the level of Argentine beef or Australian mutton the business would be so unprofitable that this country soon would cease to produce its own meat."

Armour, Swift, and Morris have large plants in Argentina, the protest asserted, and handle 39 per cent

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Just One Good Thing After Another

of the export trade of South America. Two of these firms are building large plants in Uruguay. Swift & Co. now is building a plant in Brisbane, Queensland. There are now three plants in Canada operated by the same American packers.

Would Benefit Packers.
"The proposition that to place meat on the free list would result in curbing the so-called beef trust is preposterous," the petitioners continued. "Whatever control American packers have over prices in this country would be increased instead of lessened by free meats. The capacity of the United States for the production of livestock has not been reached. The present output could probably be doubled. Remunerative prices will bring this about. Unprofitable prices will result in a decreased production."

"We are in favor of an equal duty on all meat and livestock, and that duty should not be less than 15 per cent ad valorem, in order to be fair and equitable to the livestock interests of this country."

Protesting against the "unequal treatment of which tea and flour received in the Underwood bill," millers of St. Louis presented a petition to the finance committee.

"This," they say, "is not protection for the producer, but it is a great and serious handicap imposed by the government of the United States against the mills of our own country. We submit that such a policy is indefensible. We urge that the flour duty be reduced relatively the same as wheat duty and imposed against all countries."

Resolutions by the Chicago board of trade urged the passage of a bill placing 10 cents a bushel on wheat and rye and an equivalent duty on the products of wheat and rye on all wheat importations.

Buffalo cereal manufacturers petitioning again for free oatmeal and flour, oats stated the largest manufacturer of rolled oats in the United States has two large mills in Canada.

"Should the proposed tariff become a law," they say, "this largest American manufacturer and the Canadian manufacturer would immediately combine and congress will have placed the oatmeal business of the United States in the hands of a foreign combination over which they have no control."

They urged that oats be placed on the free list.

CHARGE OF ILL CONDUCT

Pittsburg, June 3.—Superintendent of Schools S. L. Heeter into whose morality a committee of citizens went as an investigating committee appointed by the board of education was adjudged guilty of making "improper advances and taking unwarranted liberties" with three women, in the report of the committee, made to the board last night. The board received the report and ordered that a copy be placed in the hands of the superintendent, that he be suspended and that he be accorded a hearing today.

The finding of the committee was unanimous on the immorality charges but in the matter of an alleged refusal to pay the bill of a teacher's agency the majority found that the superintendent "made an improper and dishonest proposition to use his official position in order to compromise a claim made against him individually."

The latter case, known as the "Brewer letter," was brought about by a claim for monies, alleged to be due for services in securing Heeter's position. In response to letters he is said to have written one offering to find positions under his jurisdiction for applicants to the agency for payment of the claim against him. With the report the committee submitted to the board of education a sealed package containing the testimony taken in the committee investigation. This the board declined to make public.

Rumors associating Mr. Heeter's name with charges brought by a domestic who was taken from his home to a hospital in a serious condition began eleven weeks ago. When it was thought the girl would die the coroner was summoned and Heeter was implicated in the girl's statement. Heeter was indicted, arrested, tried and found not guilty. He then returned to his duties, having been given leave of absence during his trial. Then followed a demonstration or "strike" of school children and more rumors associating Mr. Heeter's name with other unpleasant cases other than that of the domestic. In order to clear the situation the board of education, unable to get anything but anonymous charges authorized the appointment of a committee of citizens to take testimony and determine the truth or falseness of the statements.

RUSSIAN TROOPS TO GUARD JEWS

St. Petersburg, June 3.—A detachment of three hundred Russian frontier guards was sent today to the district of Kalisz, in Russian Poland, owing to the receipt of dispatches declaring that the Jewish inhabitants of the villages there as well as the Christians having relations with them had received anonymous letters threatening them all with death.

STEEL POOL NOT A TRUST

New York, June 3.—Evidence that the late Senator Hoar of Massachusetts who framed the Sherman anti-trust law wrote an opinion one year after its enactment which held that steel manufacturers who entered pool agreements to fix prices, regulate output and divide profits could not be convicted under the law, came to light yesterday at the hearings of the government dissolution suit against the United States Steel Corporation.

The opinion written in 1891 at the request of wire manufacturers who proposed to form such a pool was put in evidence by attorneys for the corporation in connection with testimony of Judge Elbert H. Gary, chairman of the corporation, saying that in the early days of the steel industry it was supposed by steel manufacturers were broken up by the government under the law and their members indicted and fined.

The opinion, Judge Gary said yesterday, came from the files of Worcester, Mass., one of the concerns which participated in one of the wire pools of the early nineties and for whom, he said, Senator Hoar acted as attorney.

The witness described the document as an opinion which showed the wire manufacturers they could enter into a combination to fix prices without violation of the law.

"I think the contract above," is reasonable," wrote Senator Hoar, "and would be so held by the courts of the United States." The opinion of the courts like the opinion of the rest of the community may vary in different generations as to what is reasonable. But the question of reasonableness will be a question of law for the courts to be determined upon all the facts and in the light of experience, the business habits and the public opinion of the present time. This being my opinion, I think the parties to the agreement above proposed would not be likely to be convicted of an offense under the statute of last year.

"I cannot see any distinction in principle between a contract of working men not to work for less than a stipulated sum as wages, and a contract of employers not to sell their product for less than a stipulated sum. Both these being intended for their legitimate protection and not accompanied with any stipulation for unlawful, oppressive or fraudulent methods, seem to be lawful within the policy of the law as it now exists, and not to be in restraint of trade, but in advancement thereof."

"They all believed," testified Judge Gary, "that Senator Hoar's opinion could be relied upon. At the time that the witness admitted, when asked to state his own connection with pools, that some years before the formation of the corporation he had signed in behalf of the Illinois Steel company an agreement with Andrew Carnegie to divide their rail business on a fifty per cent basis, an arrangement in which, he said, other rail manufacturers later participated. He did not recollect at the time that the rail agreement was illegal," he said. "I never made any secret about it without customers. Later I changed my opinion of the law and my attitude toward these agreements. I reached the conclusion that public sentiment if not the law was opposed to them. The opinion of the courts changed. The opinion of the court in the Northern Securities case was a strong influence and I think the supreme court has from time to time extended the application of the Sherman law."

Judge Gary said that about the latter part of 1904 he had taken up the question of pools and agreements with the finance committee of the corporation and that as a result subsidiaries, which were found on investigation to be participating in any such agreements were ordered to abandon them. The witness said he had been "surprised to find that our subsidiaries participated in any of these agreements as late as they did."

He denied that he had ever attempted certain meetings of plate and structural pools as testified by William E. Corey, former president of the corporation.

VICTIMS OF THE FIRE ARE BURIED

Their charred bodies resting side by side in a basket, rendered unrecognizable by the terrible burns received in the fire which destroyed their father's haystack and barn Saturday night, funeral services for Lillian and Hortense Dawson, 13 and 8 years old, respectively, daughters of Mr. and Mrs. James Dawson of Clearfield, were held yesterday afternoon at 1 o'clock in the Clearfield meeting house with Bishop James Wood in charge.

Many friends and relatives gathered to extend their sympathy to the mother and father. The casket was completely covered with flowers. The children in the Sunday school classes of the church attended in a body. The speakers at the services were Albert T. Smith, Samuel G. Dye, Bishop Thomas Holland, Bishop A. A. Bingham and Bishop Wood. Musical selections were given by the ward

choir and Gladys Hanks. Burial was in Ogden City cemetery, where E. A. Larkin dedicated the grave.

"OH WAD SOME POWER—"
Assistant—That Mrs. Ryphace complains that her pictures are not like her.

Photographer—Complains, does she? She ought to be grateful.

LEGAL

NOTICE.
Notice is given that pursuant to direction of the Board of County Commissioners of Weber County, Utah, and Sections 527, 528, 529 and 530 of the Compiled Laws of Utah, 1907, bids will be received at my office until June 16, 1913, for such books, blanks and stationery as may be required by the several county officers of said county during the year beginning July 1, 1913. The probable quantity of each item may be ascertained by referring to the estimates of the same prepared by the several officers and on file in my office, and to which reference is hereby made. All bids shall state separately the price of each item of books, blanks and stationery to be furnished and the right is reserved on behalf of the Board of County Commissioners to accept or reject any and all bids, or to accept or reject a part of any bid. The party to whom the contract is awarded will be required to give a bond for the faithful performance of the contract.

Bids will also be received until June 16, 1913, for the publication of county reports, notices and advertisements during the year, including the delinquent tax list, beginning July 1, 1913, the right being reserved by the board of county commissioners to reject any and all bids and to readvertise.

By order of the Board of County Commissioners.
S. G. DYE, County Auditor.

Ogden, Utah, May 31, 1913.

Date of first publication, June 2, 1913.

Date of last publication, June 12, 1913.

NOTICE TO CONTRACTORS

Sealed proposals for building sewers in Sewer District No. 116, being Brinker avenue between 25th and 26th Streets, Wall avenue between 20th and 21st Streets and 25th Street between Washington and Wall Avenues; under plans and specifications prepared by the City Engineer and approved by the Board of City Commissioners.

Will be received at the office of the City Engineer in the City Hall, at Ogden City, Utah, until 10 o'clock a. m., on the 24th day of June, 1913, at which time all proposals received will be publicly opened and read aloud.

Plans and specifications can be obtained upon application at the office of the City Engineer after June 7th, 1913.

H. J. CRAVEN, City Engineer.
First publication, May 31st, 1913.
Last publication, June 23rd, 1913.

NOTICE ON ORDER TO SHOW CAUSE

In the District Court of the County of Weber, State of Utah.

In the matter of the estate of John T. Ballantyne, deceased.

Notice is hereby given that Harrison B. Child, the sole administrator of the estate of John T. Ballantyne, deceased, has filed with the undersigned Clerk of said court, his petition praying for an order of said court authorizing him to mortgage the whole of the real estate of the said deceased for the sum of \$8500.00 and for the purposes therein set forth; and that on the 28th day of May, 1913, the above named court duly made and entered an order requiring all persons interested therein to appear before said court on Monday, the Ninth day of June, 1913, at 10 o'clock a. m., at the court room of such court in the County Court House in Ogden City, in said County

of Weber, to show cause why the whole of such real estate which is hereinafter described should not be mortgaged as prayed for in the petition. The real estate referred to is described as follows:

The northwest quarter of the northeast quarter of section 13, in Township Five North, of Range Two West of the Salt Lake Meridian, United States Survey, containing forty acres; and a part of the southeast quarter of section 12 in said township and range, bounded as follows: Beginning at the southwest corner of said quarter section and running thence north 4 minutes east 98.06 feet along the quarter section line; thence north 89 degrees 10 minutes east 1332.6 feet; thence south 4 minutes west 98.06 feet; thence south 89 degrees 10 minutes west 1332.6 feet to the place of beginning, containing three acres.

The said forty-three acres comprised the homestead of the deceased, at the time of his death, and upon which his dwelling house is situated.

Also the southwest quarter of the southeast quarter of Section 11, in the Township and range aforesaid.

Dated May 28th, 1913.

S. G. DYE, Clerk.

By Edith Reid, Deputy.

C. C. Richards, Attorney for Administrator.

NOTICE OF INTENTION.

Notice is hereby given by the Board of Commissioners of Ogden City, Utah, of the intention of said Board of Commissioners to make the following described improvements, to-wit:

To create 25th street from the east side of Washington avenue to the east side of Harrison avenue as a paving district, and to pave the same with either asphalt, Utah Rock asphalt, bitulithic or Dolmaray pavement with the necessary concrete foundation, together with all necessary excavating and grading therefor, and to defray the whole of the cost thereof, estimated at \$40,512.00, being \$4.00 per lineal foot for the 10,128 lineal feet affected, by a local assessment upon the lots and pieces of ground within the following described district: being the district hereby declared to be benefited and affected by said improvements:

A strip of land 50 feet wide abutting on both sides of said 25th street, being parts of lots 1 to 5 inclusive, block 26; lots 1 and 2, block 27; Lester Park, block 28; lots 6 and 7, block 15; lots 6 to 10 inclusive, block 16; and lots 6 and 7, block 17, all in plat "A"; lots 6 and 7, block 5; lots 6 to 10 inclusive, block 6; lots 1 and 2, block 7; and lots 1 to 5 inclusive, block 8, all in plat "B"; lots 6 and 7, block 25; lots 1 to 5 inclusive, block 32, all in plat "C"; lots 1 to 4 inclusive, Kershaw's Subdivision of block 31, plat "C"; lots 1 to 5 inclusive, block 1, and lots 1 to 5 inclusive, block 2, Eccles' Subdivision; lots 40 to 52 inclusive, Capitol Block Subdivision; lots 31 and 32, Riders' Subdivision of block 31, plat "C"; lots 1 and 2 and 51 and 52, Coreys' Subdivision; and Block 19, inclusive, Brinker & Hochstetler's Subdivision, all of Ogden City Survey.

All protests and objections to the carrying out of such intention must be presented in writing to the City Recorder on or before the 16th day of June, 1913, at 10 o'clock a. m., that being the time set by the board of commissioners when they will hear and consider such objections as may be made thereto, at the mayor's office at the City hall, Ogden City, Utah.

By order of the Board of Commissioners.

H. J. CRAVEN, City Engineer.

First publication, May 23, 1913.

Last publication, June 14, 1913.

NOTICE TO CONTRACTORS.

Sealed proposals will be received at the office of the City Engineer, in the City Hall, Ogden City, Utah, up to and including Monday, June 16, 1913, at 10 o'clock a. m., at which time said bids will be publicly opened and read aloud, for furnishing materials and doing the work of paving with asphalt, Wall avenue from the south side of 21st street to the south side of 23d street, and Lincoln avenue from the south side of 25th street to the south side of 26th street, in the manner following, to-wit: On Wall avenue from the south side of 21st street to the south side of 23d street, grade and pave and build curbs and gutters. On Lincoln avenue from the south side of 25th street to the south side of 26th street grade and pave.

To be hereafter known as paving district No. 106. All work to be done under plans and specifications prepared by the City Engineer and approved by the board of commissioners.

Plans, specifications and full information can be had upon application to the City Engineer after June 5, 1913. The right is reserved to reject any or all bids and to waive any defects.

By order of the Board of Commissioners.

H. J. CRAVEN, City Engineer.

First publication, May 23, 1913.

Last publication, June 14, 1913.

ELECTRICITY For Everything

The remodeling of our local plant is now nearing completion and we can then deliver the "juice"

Made In Ogden

June 1st our new rate becomes effective for cooking and heating appliances.

The toaster, the vacuum cleaner, the flatiron, in fact all the army of electrical labor-savers can be put to work full time if you will take advantage of the new rates.

Call in and talk it over. We can interest you.

Utah Light & Railway Company

Phone 102.

S. T. Whitaker, Local Mgr.

SCREEN DOORS

Call at Volker Lumber Company and select your SCREEN DOOR. We have a large assortment and can give you satisfaction. PRICES LOWER THAN ANYWHERE IN THE STATE.

Keep out the flies—If you want to build, call at our yard—we have the largest and best stock in town at the lowest prices.

If you intend to build, call at our office and examine our plans. We will furnish you plans and specifications for the nicest BUNGALOWS you have ever seen.

Volker Lumber Co.

Yards at 237-245 24th St. J. W. F. VOLKER, Manager
Phone 612.

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By order of the Board of Commissioners.

H. J. CRAVEN, City Engineer.